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Attorneys for the United States of America

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

\$72,490 IN UNITED STATES CURRENCY,

Defendant.

JOSE SOTO-DELGADO,

Claimant.

CASE NO. 14-CV-04246 NC

SETTLEMENT AGREEMENT

1 The parties agree, subject to the Court's approval, to settle this action as follows:

2 1. Plaintiff is the United States. Defendant is \$72,490. Claimant is Jose Soto-Delgado who is  
3 the only party to have filed a timely claim and answer in order to appear and defend defendant \$72,490.  
4 The United States and claimant Soto-Delgado are referred to as the "Parties" in this document which is  
5 referred to as the Settlement Agreement" or "Agreement."

6 2. After full and open discussion, the Parties have agreed to resolve any and all claims asserted  
7 against defendant \$72,490 to avoid continued and protracted litigation. The Parties also agree that this  
8 Agreement resolves any and all claims which have, or could have, been asserted against the United  
9 States and the Drug Enforcement Administration, including any of their past or present officials,  
10 employees, agents, attorneys, their successors and assigns involved in the seizure giving rise to this  
11 action. The Parties further agree that the resolution of their claims is based solely on the terms stated in  
12 this Settlement Agreement. It is expressly understood that this Agreement has been freely and  
13 voluntarily entered into by the Parties, and that there are no express or implied terms or conditions of  
14 settlement, whether oral or written, other than those set forth in this Agreement. This Agreement shall  
15 not be modified or supplemented except in writing signed by the Parties. The Parties have entered into  
16 this Agreement in lieu of prolonged litigation and District Court adjudication

17 3. After full and open discussion, the Parties have agreed to resolve any and all claims asserted  
18 against defendant \$72,490 to avoid continued and protracted litigation. The Parties also agree that this  
19 Agreement resolves any and all claims which have, or could have, been asserted against the United  
20 States and the Drug Enforcement Administration, including any of their past or present officials,  
21 employees, agents, attorneys, their successors and assigns involved in the seizure giving rise to this  
22 action. The Parties further agree that the resolution of their claims is based solely on the terms stated in  
23 this Settlement Agreement. It is expressly understood that this Agreement has been freely and  
24 voluntarily entered into by the Parties, and that there are no express or implied terms or conditions of  
25 settlement, whether oral or written, other than those set forth in this Agreement. This Agreement shall

1 not be modified or supplemented except in writing signed by the Parties. The Parties have entered into  
2 this Agreement in lieu of prolonged litigation and District Court adjudication.

3 4. This Settlement Agreement is expressly understood by the Parties not to be an adjudication  
4 of the merits of any factual or legal issue involving claims which were brought. The Parties agree that  
5 \$65,241 (90%) of defendant \$72,490 will be forfeited to the United States. The Parties further agree that  
6 \$7,249 (10%) of defendant \$72,490 will be returned to claimant Jose Soto-Delgado with interest  
7 accrued, calculated pursuant to 28 U.S.C. § 1961, from the date on which the seizure occurred, on or  
8 about March 3, 2014. The \$7,249 plus the accrued interest will be paid by wire transfer to the account  
9 designated by claimant Soto-Delgado on an ACH form, provided that claimant Soto-Delgado first  
10 provides both a properly filled out ACH form and a properly filled out W9 form to the undersigned  
11 Assistant United States Attorney. The Assistant United States Attorney will provide the appropriate  
12 forms.

13 5. Payment of the \$7,249 to claimant Soto-Delgado shall be in full settlement and complete  
14 satisfaction of any and all claims which claimant, his heirs, representatives and assignees made or could  
15 have made in this case. Further, claimant Soto-Delgado releases and discharges the United States and  
16 the Drug Enforcement Administration, as well as their past and present officials, employees, agents,  
17 attorneys, successors and assigns, from any and all claims which have been made, or could have been  
18 made, in this case.

19 6. Claimant Soto-Delgado agrees to indemnify and hold harmless the United States and  
20 the Drug Enforcement Administration, as well as their past and present officials, employees, agents,  
21 attorneys, successors and assigns, for any and all claims pertaining to defendant \$72,490, including but  
22 not limited to those arising out of the seizure of defendant \$72,490, or the allegations in the civil  
23 complaint for forfeiture in this action.

24 7. Each party agrees to bear its or his own attorney's fees and costs related to this action.

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8. The Parties agree that, should any dispute arise with respect to the implementation of this Settlement Agreement, no party shall seek to rescind the Agreement but can apply to the Court, if necessary, for enforcement of the Agreement. The Parties agree that the Court retains jurisdiction for the purpose of enforcing this Settlement Agreement. In any such enforcement proceeding, however, each Party agrees to bear its own attorney's fees and costs.

IT IS SO STIPULATED:

Dated: March 11, 2015

Dated: March 11, 2015

Dated: March 5, 2015

MELINDA HAAG  
United States Attorney

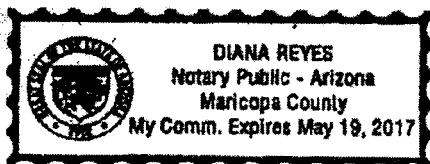
Patricia J. Kenney  
PATRICIA J. KENNEY  
Assistant United States Attorney

Robert J. Beles  
ROBERT J. BELES  
EMILIO T. PARKER  
Attorneys for Claimant Jose Soto-Delgado

Jose Soto-Delgado  
JOSE SOTO-DELGADO  
Claimant

Subscribed and Sworn:

I, DIANA REYES, am a Notary Public in Puerto Rico, before whom Jose Soto-Delgado appeared and presented identification (a PR DRIVER LICENSE 21947860/11/19/18) and I certify that thereafter I witnessed him sign this document above his printed name above on this 4 day of MARCH, 2015. My commission expires on the 19 day of MAY, 2017.



Diana Reyes  
(Sign Name)  
(Print Name)

(Stamp) The Court acknowledges that the parties have resolved their dispute by entering into this Settlement Agreement, and approves their method of resolving the dispute. The Court's review does not constitute an adjudication of the factual or legal issues presented. ~~IT IS SO ORDERED ON THIS~~ DAY OF March 12, 2015. in this case. Upon the agreement of the parties, the Court retains jurisdiction to enforce the Settlement Agreement.

HONORABLE NATHANIEL M. COUSINS  
United States Magistrate Judge

SETTLEMENT AGREEMENT  
NO. 14-CV-04246 NC

